



ISO 9001 Company

Heavy Engineering Corporation Limited
(A Govt. of India Enterprise)
Heavy Machine Building Plant
ANCILLARY & CONTRACT DEPARTMENT

HMB/ACD/06/12/031/LTE-546

Dtd 15.09.12

To,
M/s

We invite you to submit your most competitive offer for the following items as per the given schedule.

Sl no.	Description	Quantity
1.	Supply of Rope Drum Assembly dia 700 mm as per HEC Drawing (Drg no 3720.14.350)	02 Nos.

Note- Items are to be manufactured strictly as per HEC's Drawing.

Last date of Tender submission 04.10.12 up to 1 PM
date/time

Opening of Tender on 04.10.12 at 3 PM

CHAPTER – I

1.1 Description of work

Tender is invited for Manufacturing and Supply of 02 nos of Rope Drums Assly as per HEC drawing.

The firm shall manufacture the Rope Drums strictly as per the technical specification mentioned in the drawing. Inspection shall be carried out by QCA/HMBP or its authorized representative as per HEC drawings of the respective Rope Drums and approved Quality Assurance Plan (QAP) at the supplier's premises.

Scope of supply includes fabrication and machining of Rope Drums OD: 700 mm, length: approx 2000 mm and shell thickness: 47mm. Supplier has to manufacture and supply Rope Drums with details & instructions as below:

Sl. No.	Description	Drg. No.	Qty.
1.	Rope Drum Assly Ø 700	3720.14.250	02

1. Supplier shall arrange all the raw materials as per drawing specifications & Electrodes as per specified standard for the work.
2. Arranging inspection by HEC / its representative at their works prior to dispatch. Inspection call is to be given at least one week in advance of the scheduled date of inspection.
3. The drawing number for each Rope Drum provided by HEC will be punched on the respective Rope Drums for identification and filling it with yellow colour weather proof paint.
4. Arranging transportation of the same to HMBP works after due inspection and despatch clearance.



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1.2 Facilities with Tenderer

Manufactures should have following facilities at their works and information regarding its availability must be indicated in the offer:

1. Plate Bending / Rolling machine to roll shell thickness 50 mm, Dia. 700 and length approx 2000mm. (Rolling of shell in segments are also permitted as per HEC drawings).
2. Lathe machine swing dia minimum 1400 mm and length maximum 2000mm.
3. Horizontal and Vertical boring machine to machine above drums.
4. Drilling and Horizontal / Vertical slotting machine/ Planner to accommodate the above Rope drum for slotting..
5. Facilities of UT, SR, DP, radiographic test etc.(if the facilities are not available in house, then the bidder is to propose how to get the required test at their works).
6. Precision measuring instruments.
7. Pug / gas profile cutting machine, rectifier & welding machine in sufficient number.

Tenderers are required to submit their credential, reference list and balance sheet of last three years.

1.3 Submission of Tender

The complete tender is to be submitted by 1:00 PM of 04.10.12 in the tender box at the office of the Sr. DGM / ACD/HMBP, Ground floor, ADM Building, HEC Ltd, Ranchi 4.

If the tender is bulky & voluminous the tenders are to be handed over to the following persons against receipt date & time:

1. Sri Lavakush
AM/ACD
2. Sri K. K. Das
Jr. Manager Pur/MM

The offer is to be submitted in three parts. Part I, Part II & Part III.

Part I Tender will comprise Techno Commercial offer confirming all technical specification, commercial terms and conditions and price format as per Annexure I indicating description of the items quoted except the price with price blanks indicating quoted against each head.

Part-II of the bid will comprise price format duly filled as per Annexure I.

1. All the columns of the price format must be filled up by tenderer.
2. Transportation cost from Ex Works to HMBP, Ranchi shall be indicated in the column of freight for each item mentioned in the price format.
3. Transit Insurance charges shall be indicated in the column of freight for each item mentioned in the price format. The transit insurance will be in supplier scope.

Part III – The tender shall comprise Demand Draft of EMD (Earnest Money Deposit) as per clause 1.6 of the enquiry.

Offer without Part III above will not be considered.

Part I, Part II & Part III offers shall be in separate sealed covers. The tenderers are to clearly

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super scribe on the top of each envelope the relevant part number and description along with tender reference number and date of opening.

All the envelopes (Part I, Part II & Part III) shall be enclosed in one envelope. This envelope shall also be super scribed on the top with tender reference number and date of opening of enquiry, indicating that all the three parts (i.e. Part I, Part II & Part III) are enclosed in the envelope.

1.4 Price.

The rate quoted by the tenderer must be firm and the offers should remain valid for acceptance for 120 days from the due date of opening of the tender. Quotation erased or over written are likely to be rejected unless all corrections are authenticated with the tenderer's signature.

1.5 Acceptance of Tender

Tender may be accepted for full or for part quantity. Any incomplete tender in any respect is liable to be rejected.

The tenderers must give their acceptance for part of tendered quantity in case they are successful bidder.

The company is having right to reject any tender without assigning any reason for which no question can be asked anywhere.

There is no obligation on our part to accept delayed / late tender received after the due date of opening of tender and these are liable to be summarily rejected.

1.6 Earnest money

The earnest money to the extent of 2% of the total value to be deposited by demand draft in favour of Heavy Engineering Corporation Limited, Ranchi-834004 payable at State bank of India, Hatia Branch or Bank Guarantee in HEC's format as enclosed at Annexure II. The validity of the earnest money shall be 6 months. In case of delay in finalization of the order the validity has to be got extended. EMD of unsuccessful bidders will be returned immediately after finalization of contract. EMD for successful bidder will be converted to security deposit.

Exemption from deposition of EMD for SSI units shall be guided as per prevailing government guidelines. State/Central Government organization, PSU's & valid DGS&D/NSIC registered (for tendered items) firm to produce documentary evidence issued by government authorities for allowing exemption towards submission of EMD/SD for availing such benefits.

1.7 Security Deposit

Successful tenderer will have to deposit security deposit equal to 5% of the basic value of the contract within 15 days from the date of award of contract, failing this, the contract will be cancelled and the stores will be procured at the Risk and expenses of the contractor. This will be in addition to other remedies available to the purchaser for the successful completion of the contract as provided in general terms & conditions of the contract of HEC. The validity of the security deposit shall be up to the receipt of the last consignment.

1.8 Refund of Security Deposit

The security deposit will be refunded within 30 days after successful completion of the Work Order.



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1.9 Liquidated Damages (LD)

Shall be applicable @ 0.5% per week subject to maximum 10% of the contract price for delay in delivery against the schedule given to the successful tenderer.

1.10 Performance Bank Guarantee

The successful tenderer will have to submit performance bank guarantee amounting 10% of the contract price valid till guarantee period in HEC's format as enclosed at Annexure III.

1.11 Delivery : within 2 months.

1.12 Inspection

Inspection will be done by QCA/HMBP or authorized representative as per HEC drawings of the Rope Drum and approved QAP.

1.13 Submission of Bills

For getting payments supplier has to submit his bill in quadruplicate along with Receipted copy of the challan, Inspection certificate issued by QCA/ HMBP, Material Test Certificate (MTC), Guarantee Certificate (GC) and Performance bank guarantee (PBG). Bill is to be submitted to Sr DGM/ ACD/HMBP.

1.14 Paying Authority

Sr DGM / l/c (Fin) / HMBP / HEC

1.15 Payments Terms

90% payment will be made against submission of Bill in quadruplicate supported with receipted copy of the Challan, Inspection certificate issued by QCA/ HMBP, Material test Certificate, Guarantee Certificate within 60 days of receipt of material at HMBP works.

10% amount will be released against submission of Performance bank guarantee as per clause no. 1.11 for a value of 10% of the contract value, which will be valid till guarantee period.

No advance will be provided to the successful tenderer. The prices are to be firm and any upward revision of taxes & duties shall not be payable.

1.16 Guarantee

The stores supplied shall be guaranteed for a period of 12 months from the date of commissioning or 18 months from the date of supply which ever is earlier against defective materials or bad workmanship

1.17 Acceptance of tender

The corporation does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of tender or portion of the quantity offered and the firm will have to supply the same at the rate quoted.

1.18 Termination of Order



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- 1.19.1 The order can be terminated if the supplier fails to deliver the goods in time.
- 1.19.2 Any other reason due to which company thinks it fit to terminate the order.
- 1.19.3 In the event of the termination of the contract in part/ full the company can get the work completed from any other agency/ departmentally at the risk and cost of the supplier.

1.19 Information to be submitted with the offer/tenders.

- 1.20.1 Experience of similar work executed during the last five years. Completion certificate, details/ name of the clients etc are to be mentioned enclosing documentary evidence.
- 1.20.2 Registration with HEC/ or any other Govt./semi Govt. organization. Copies of the same are to be attached with the offer.
- 1.20.3 Documentary evidence of adequate financial standing along with balance sheet of last three years are to be submitted with the offer.
- 1.20.4 All tenderers shall submit income tax clearance certificate along with their tender duly counter signed by the income tax officer of the circle concerned under the seal of the office. Copy of PAN No. of IT department in the name of the firm and service tax regd. No./VAT regd.no. .
- 1.20.5 Constitution and legal status of the tenderer (individual, partnership, co-operative, registered firm etc), existence of joint ventures or other tie up for technology, equipment, financial backing and /or project management etc to be clearly mentioned with copy of supporting documents along with the offer.
- 1.20.6 Details of necessary equipments / facilities for the job under this tender to be deployed for the project and proof of its availability, along with details of equipments proposed to be purchased or hired are to be attached with this offer.
- 1.20.7 Availability of key personnel for supervision and management of the work to be indicated.
- 1.20.8 Information regarding project in hand, current litigation, orders regarding execution / expulsion or black listing, if any, to be furnished.
- 1.20.9 Capacity of the tenderer to take up a new work / project under consideration in addition to his present commitment.

1.20 Arbitration

In case of any dispute in execution of this order, the same will be mutually settled by arbitrator appointed / nominated by Chairman Cum Managing director of HEC Ltd. The decision given by such arbitrator shall be final and binding on both the parties i.e. HEC Ltd and the Supplier.

1.21 Jurisdiction of Court

The issue shall be under the jurisdiction of Ranchi High Court.

1.22 General Conditions of contract of purchase of HEC Ltd.

Unless & otherwise specified, the contract will be governed by General conditions of contract of purchase of HEC Ltd., which is available in the website of the HEC.



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CHAPTER – II

Schedule - 1

1.0 Location of the Company

In this tender wherever the word “Company” has been used means Heavy Engineering Corporation Ltd., (HEC Ltd.). HEC is situated at Ranchi in the State of Jharkhand.

2.0 Address for Correspondence

Any Correspondence on this tender is to be addressed to:

D. K. Naskar
Sr. DGM/ ACD / HMBP
Ground Floor.
HMBP Administrative Building
Heavy Engineering Corporation Ltd.,
Ranchi – 834 004(Jharkhand)
Fax no. 0651 2401166
Phone no. 0651 2400987
e-mail – dknaskar@hecltd.com



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CHAPTER – II

Schedule - II

Date:

To,

Sr. DGM/ ACD / HMBP
HMBP Administrative Building
Heavy Engineering Corporation Ltd.,
Ranchi – 834 004(Jharkhand)

Dear Sir,

I have gone through the contents of the Tender Document and the following clause of the document are not acceptable to me and needs to be amended as below:-

Sl.No.	Clause No.	Amendment proposes
-----	-----	-----

(Signature of Tenderer)

With official Seal

Note :

If any new clause is to be incorporated then that may be mentioned in this schedule. If no amendment is proposed or new clause be incorporated then the tenderer should write nil.



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Annexure I

Price format

SI No.	Rope Drum as per HEC Drg. No.	Dia.	Qty Nos	FOR Destination on Rate/Pc (in Rs.)	Total Value (in Rs.)	Excise Duty + Cess (in Rs.)	CST/ VAT (in Rs.)	G. Total Value (in Rs.)
1	3720.14.350	700	02					
Total								

Note: - The Value of Grand total is to be given in figures and words as well.
In case of any discrepancy the value given in words shall prevail.



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ANNEXURE II

FORMAT OF BANK GURANTEE FOR EARNEST MONEY DEPOSIT

NO.
TO

Dated:

HEAVY ENGINEERING CORPORATION LTD.
RANCHI-834004, JHARKHAND , INDIA

Dear Sir,

In consideration of your agreeing to accept the Earnest money deposit of Rs.------(Rs-----
-----) furnish able to you by M/s-----
------(Hereinafter Referred to As Contractor) In terms of the
Enquiry No. ----- for Supply of ----- (Hereinafter
Referred to as the Contract) in the form of a Bank Guarantee in the Manner hereinafter contained we--
-----, having registered office at -----
do hereby covenant and agree with you as follows.

1. We hereby undertake to indemnify you up to a sum of Rs. ----- (Rs. -----
----- only) against any loss or damage caused to or suffered by you or that may be caused to
or suffered by you by reason of any breach or breaches on the part of the contractor of any of the
terms and conditions contained in the said contract and in the event the Contractor shall make any
default or defaults in carrying out any of the works under the said contract or otherwise in the
observance and performance of any of the terms and conditions relating thereto in accordance with
the true intent and meaning thereof, we shall forthwith on demand and without any protest or demur
pay to you such sum or sums not exceeding in total the said sum of Rs.----- (Rs. -----
-----only) as may be claimed by you as your losses and/or damages, costs, charges or
expenses by reason of such default or defaults on the part of the contractor.

2. Notwithstanding anything to the contrary contained in this guarantee your decision as to whether
the contractor has made any such default or defaults and the amount or amounts to which you are
entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish
your claim or claims or damages or losses suffered by you but will pay the amount demanded by you
under this guarantee forthwith without any protest or demur.

3. This guarantee shall continue and hold good until it is released by you on the application by the
contractor after expiry of the related warranty period of the said contract and after the contractor have
discharged all their obligations under the said contract and produced a certificate of due completion of
the work under the said contract and submitted a "NO Demand Certificate" provided always that this
guarantee shall in no event remain in force after the date of----- without prejudice to your
claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six
months from the said date which will be enforceable against us notwithstanding that the same is or are
enforced after the said date.

4. We-----, further undertake to extend the validity of this beyond the period
prescribed in clause 3 or as extended from time to time for such further period as may be required in
writing before the Expiry of this and upon such extension(s), all terms and conditions of this shall
remain in full force till the expiry of this extended period(s).

5. You will have the fullest liberty without affecting this guarantee from time to time to vary any of the
terms and conditions of the said contract or extend the time of performance of the contractor or to
postpone for any time or from time to time any of your rights or powers against the contractor and
either to enforce or forbear to enforce any of the terms and conditions of the said contract and we
shall not be released from our liability under this guarantee by the exercise of your liberty with
reference to matters aforesaid or by reason of any time being given to the contractor or any other
forbearance, act or omission on your part or any indulgence by you to the contractor or by any other
variation or modification of the said contract or any other act, matter or things whatsoever, which,



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under the law relating to sureties, would but for the provisions hereof, have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. -----(Rs.-----) as aforesaid or extend the period of the guarantee beyond the said Date of -----unless expressly agreed to by us in writing in terms of clause 4 hereof.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the contractor.

7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any ways inconsistent with any of the provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.

9. Any notice by way of demand or otherwise hereunder shall be in writing and may be sent by registered post or Telefax to us at our Local Address as aforesaid.

10. This guarantee and the powers & provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee or guarantees heretofore given to you by us whether jointly with others or alone and now existing un cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any Amalgamation or absorption thereof or therewith but will ensure for the benefit or and be available to and enforceable by the absorbing or amalgamated company or concern.

12. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the contractor or any reference to arbitration of the said dispute/controversy pending or a civil suit filed by the contractor in respect of the dispute or controversy.

14. Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs.----- (Rs. -----only) and this guarantee shall remain in force until -----unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry of this guarantee . i.e. On or before-----all your rights under this guarantee shall be forfeited and we shall be deemed to have released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.

15. We have power to issue this guarantee in your favour under the memorandum and articles of association of the bank and the undersigned has full power to execute this guarantee under the power of Attorney Granted to us by the Bank.

FOR AND ON BEHALF OF

Seal of the Bank



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ANNEXURE-III

FORMAT OF PERFORMANCE BANK GURANTEE

Name of Equipment: ----- Gurantee NO-----.

Purchase Order No.:----- dated: ----- Date:-----

Validity -----

Claim period-----

To:
M/s Heavy Engineering Corporation Ltd.
Heavy Machine Building Plant
Ranchi-834004 Jharkhand

In consideration of your having placed an order bearing Purchase Order No.-----dated:-----
with-----
------(hereinafter referred to as Supplier) for the
supply of------(hereinafter
referred to as the-----.

We ----- do hereby agree with you irrevocably that,
should the machinery and equipment fail to give the guarantee performance and achieve the efficiency
as stipulated in the Purchase order within the period of guarantee or should the material and/or
workmanship of the machinery and equipment supplied or any part thereof be found defective and/or
fully, as per the purchase order, we undertake to pay without any demur merely on demand a sum of
Rs. -----being 10% of the value of
Rs. -----for the supply of -----.

Your decision whether the supplier have made any such defaults and the amount to which you are
entitled by reasons thereof shall be conclusive and bind on us, subject to maximum of Rs. -----
----- as aforesaid.

We-----further guarantee that the
machinery and equipment manufactured and supplied by the supplier shall be new, of good quality
materials and of the first class workmanship as specified in the Purchase order and should the
machinery and equipment supplied or any part thereof be found defective and that should the defect
as pointed out in inspection note be not made good and/or in case of failure within guarantee period
same shall be replaced on free of cost or repaired on free of cost to the entire satisfaction of Heavy
Engineering Corporation Ltd..

We -----agree that the guarantee herein contained shall remain in full force and
effect till the machinery and equipment give the desired performance and it shall continue to be
enforceable till your dues have been fully paid and claims satisfied or discharged subject to
a period not later than----- in the event of any extension granted for commissioning/dispatch suitable
extension shall be given on your request.



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We-----, further agree that any neglect, omission or forbearance or indulgence in enforcing any claim as per the terms and condition of your purchase order or performance guarantee or any of them or any extension of the time granted for the performance or payment of penalty under the guarantee or any dispute between the suppliers and yourselves as regard performance of machinery and equipment supplied or issued related to your Purchase order, shall not effect in any way our liability under this guarantee until the full payment, but in any case, shall not extend beyond-----.

This guarantee is in addition and not substitution for guarantee given to you by the seller or by their bankers on their behalf.

We----- lastly undertake not to revoke this bank guarantee during its currency except with the previous consent of the corporation in writing.

Notwithstanding anything to contrary stated above, our liability under this guarantee will be restricted to Rs. ----- and shall remain in force up to -----, unless a demand or claim under this guarantee is made from the date i.e. on or before-----all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

Dated at ----- day of -----

Seal of the Bank